

**DENALI COMMISSION AGREEMENT**Project: Bethel Harbor Dredging and Launch Ramp Improvements – ConstructionDenali Commission Agreement Number **RA-550**

Other Agency's Agreement No: \_\_\_\_\_

(check one)

- ☒ Denali Commission is the Requesting Agency  
☐ Denali Commission is the Servicing Agency

EFFECTIVE DATE: See Block 9c, Signature DateEXPIRATION DATE: December 31, 2014

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1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.

**2a. AUTHORITY OF REQUESTING AGENCY:** (check all that apply)

- ☐ 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting agency and state agencies, civil subdivisions of a state, or Tribes will be performing services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)
- ☒ 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)
- ☐ Other. \_\_\_\_\_

**2b. AUTHORITY FOR SERVICING AGENCY:**

- ☐ 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.)
- ☒ Other. Memorandum of Agreement between the Denali Commission and the Department of the Army dated March 27, 2007.

**3a. REQUESTING AGENCY ADDRESS**

Denali Commission  
510 L Street, Suite 410  
Anchorage, Alaska 99501

**3b. SERVICING AGENCY ADDRESS**

U.S. Army Corps of Engineers District, Alaska  
Attn: CEPOA-PM-ESP  
P.O. Box 6898  
JBER, AK 99506-0898

4a. Denali Commission Accounting & Appropriation Data:  
**95-69X8083.67**

4b. SERVICING AGENCY Accounting & Appropriation Data:  
**96X3122**

**5. FUND AMOUNT**

Amount Obligated by this Action: **\$1,000,000**

**6. PAYMENT AND BILLING** The other party to this agreement is a:  
(Check one)

- ☒ Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.)
- ☐ Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV.

See "Financial Administration" portion of this document for further details.

**7a. DENALI COMMISSION FINANCE BILLING INFORMATION**

1. 8-digit Agency Location Code (ALC): 95-6-0000
2. DUNS #: 02-958-416
3. Tax ID #: 92-0173238
4. Finance Office Contact: Jennifer Price
5. Finance Phone: (907) 271-3500
6. Finance FAX: (907) 271-1415
7. Finance email: [jprice@denali.gov](mailto:jprice@denali.gov)

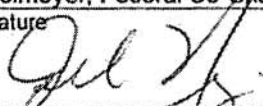
**7b. SERVICING AGENCY FINANCE BILLING INFORMATION**

1. 8-digit Agency Location Code (ALC): S96951
2. DUNS #: 06-811-2791
3. Tax ID #: 92-0016677
4. Finance Office Contact: Cindy D. Saldana
5. Finance Phone: (907) 753-2867
6. Finance FAX: (907) 753-2829
7. Finance email: [cindy.d.saldana@usace.army.mil](mailto:cindy.d.saldana@usace.army.mil)

**8a. Denali Commission APPROVAL**  
Joel Neimeyer, Federal Co-Chair

b. Signature

c. Date

  
**6/4/12****9a. OTHER AGENCY APPROVAL**  
Larry D. McCallister, CEPOA-PM

b. Signature

c. Date

  
**26 Jun 12**

d. Phone: (907) 271-1414

d. Phone: (907) 753-2507

Email: [jneimeyer@denali.gov](mailto:jneimeyer@denali.gov)Email: [larry.d.mccallister@usace.army.mil](mailto:larry.d.mccallister@usace.army.mil)

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(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 9c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2014</u> <div style="text-align: right;">Page 2 of 9</div>

## Project Agreement

# Bethel Harbor Dredging and Launch Ramp Improvements - Construction

### Denali Commission FY12 Funding Assistance

**State:** Alaska

**Project Title:** Bethel Harbor Dredging and Launch Ramp Improvements

**Project Location:** Bethel is located at the mouth of the Kuskokwim River, 40 miles inland from the Bering Sea. It lies in the Yukon Delta National Wildlife Refuge, 400 air miles west of Anchorage. Bethel is located in the Bethel Recording District. The area encompasses 43.8 sq. miles of land and 5.1 sq. miles of water.

**Parties to the Agreement:** Denali Commission (Commission)

And

U.S. Army Corps of Engineers District, Alaska (Corps of Engineers)

**Purpose of this Agreement:** This Agreement documents the intent of the parties for the Corps of Engineers for the construction of the Bethel Harbor Dredging and Launch Ramp Improvements.

**Authority:** This Agreement is entered into between the undersigned parties pursuant to allocation of funds to the Commission as defined in SAFETEA-LU. The Transportation Advisory Committee, through its selection and approval process, has established the intent of the Commission to allocate funds to the Corps of Engineers for the Bethel Harbor Dredging and Launch Ramp Improvements Construction Project. The Commission is providing \$1,000,000 in FY12 FTA Section 5309 Funds to the Corps of Engineers. The project also includes \$500,000 in local funds which meet the required match for the project. Denali Commission funds and local funds will be managed by the Corps of Engineers.

**Project Background:** The Bethel Harbor is an intermodal hub for area villages and a base for Bethel residents. The harbor condition is deteriorated; the entrance channel and basin are silting from unstable banks, and the two boat launch ramps, built in the 1980's are past their service life. The Commission provided the Corps of Engineers \$500,000 in 2010 for a harbor improvements design.

**Planning and Coordination:** Efforts associated with the construction of the Bethel Harbor Dredging and Launch Ramp Improvements Construction Project will include input from the community and others stakeholders involved.

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**Project Scope:** This project will reconstruct the north and south boat launch ramps for the Bethel Boat Harbor. The work will be conducted as part of the current Corps of Engineers project to dredge the harbor's entrance channel and the approaches to the two boat launch ramps. This phase of construction is part of an overall harbor redevelopment plan that also includes a second phase of work to install shore protection along entrance channel and basin, and mooring system improvements in the basin. There is currently no construction activity anticipated for the second phase of construction.

Project performance shall be monitored and measured on a quarterly basis using the documentation of record (project nomination) as a reference point, making updates as necessary. The following items shall be monitored and reported in the narrative of the quarterly report:

1. Improved safety and operations.
2. Improve Intermodal Connections
3. Reduced nearshore shoaling and other navigation hazards.
4. Improved capacity.

**Programmed Funding and Schedule:** This project is currently funded at \$1,000,000 with FY12 FTA Sec 5309 Funds, and is scheduled through December 31, 2014.

Milestone	Planned		Actual		Total Cost At Completion
	Start Date	End Date	Start Date	End Date	
Construction	06/01/2012	12/31/2014			\$0.00
Project Close-out	1/1/2015	3/31/2015			\$0.00

**Program Manager:** Melanie Peterson

**Contact Information:**

Melanie Peterson, Program Manager, (907) 753-5694  
Tessa DeLong, Denali Commission, (907) 271-1624

Quarterly reports will be submitted to the Denali Commission to update all parties on scope, schedule, and budget status (see Reporting).

Upon completion of the design and construction work outlined above, the Corps of Engineers and the Denali Commission will hold a final meeting with the communities to outline the project results and subsequent steps in project development. Project documents will be available for public review and use within the community, and will be available to all interested parties.

This agreement shall be effective as of the date of the latest signature.

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**Project Purpose and Benefits:** Improves connections and safety for local residents, residents in surrounding villages, commercial fisherman, subsistence activities, charter fisheries, and tourism related industries.

### Proposed Work:

**Construction:** The final design will include plans, specifications and estimates as well as all approved local, state and federal permits and applicable construction bid documents. A construction package will be advertised and the project will be constructed, based on assigned funds and other local fund sources. The Corps of Engineers will be responsible for construction oversight and management of the project.

Denali Commission funds will be used to execute these tasks, up to but not exceeding \$1,000,000.

Project documents will be available for public review and use by all interested parties.

**Funding:** \$1,000,000 of Denali Commission funds will be allocated to perform construction activities described in this agreement.

**Amendments to the Project Agreement:** This Project Agreement may be modified by mutual agreement of the affected parties, generated by the Denali Commission.

**Reporting:** Two forms of project reporting are required under this Project Agreement, listed below. The Corps of Engineers shall submit reports using the Denali Commission's on-line Project Database System, available at [www.denali.gov](http://www.denali.gov). If there are technical limitations which may prevent the Corps of Engineers from meeting this requirement, please contact the Commission Program Manager listed in this Agreement.

- a. **Progress Reports** shall be submitted on a quarterly basis. Reports are due within 30 days of the end of the reporting period. Progress reports shall include the following:
  - i. Total project funding, including both Denali Commission funding and other project funding sources.
  - ii. The total project expenditures for the project as of the end of the reporting period, including both Denali Commission and Other funding sources.
  - iii. Updated schedule and milestone information as identified in the Scope of Work.
  - iv. Narrative summary of the project status and accomplishments to date, and address the following questions: is the project on schedule, is the project on budget, and what actions are planned to address any project problems.
  - v. **Construction Projects** Photographic documentation of project progress shall be provided with the progress reports for active construction projects. The photo documentation shall include a minimum of three, dated photos during the construction period such that a complete record of the construction is maintained over time, from "before," showing the situation before the start of construction, to "during" showing work proceeding on the project, and "after" to show the finished project. Photos shall

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be provided in a digital format as part of the on-line report. A short description of the activity and names of those in the photos shall also be provided.

- b. The project close-out report shall be completed within 90 days of the end of the Agreement performance period or within 90 days of the completion of the project, whichever is earlier.

The project close-out report shall be submitted on-line through the Denali Commission's on-line Project Database System, available at [www.denali.gov](http://www.denali.gov). The project close out will require the Corps of Engineers to submit the following information:

- a. Final data for each item listed in above section "Progress Reports".
- b. Final project expenditures itemized by the following categories: planning & design; materials & equipment; freight; labor; project administration/overhead and other expenses.
- c. Acknowledgement of support: For all construction projects, the Award recipient shall display a sign that acknowledges the Government's support for the project(s) developed under this Award. The Commission will provide an appropriate sign. The Award recipient must request an indoor and/or an outdoor sign from Denali Commission. Pickup or delivery of the sign can be arranged at that time.

This Agreement shall be effective as of the date of the latest signature.

## I. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission Contracting Officer and shall remain in effect through December 31, 2014, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

## II. FINANCIAL ADMINISTRATION

**Availability of Funds for Proceeding Fiscal Year:** Funds are not presently available for performance under this Reimbursable Agreement beyond December 31, 2014. Denali Commission obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment under the agreement can be made. No legal liability on the part of Denali Commission for any payment may arise for performance under this agreement beyond December 31, 2014, until funds are made available by the Contracting Officer through written modification of the agreement.

- A. **Total Agreement Amount:** See block #5, cover page, for funds obligated by this agreement.

**Funding Citations:** See blocks 4a. and 4b. of cover page.

- B. **IPAC:** In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The

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Agency Location Code (ALC) for Denali Commission is 95-67-0000. For IPAC payment approval, the Servicing Agency will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked Final Invoice for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

**C. Reimbursable Payment:** The servicing agency is authorized to bill monthly as costs are incurred and authorized, and should correspond to actual IPAC payment submission. The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, B. Cost Budget. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

**Submit cost support documentation:**

Ms. Tessa DeLong  
 Transportation Program Manager  
 Denali Commission  
 510 L Street, Suite 410  
 Anchorage, Alaska 99501

**D. Administrative Fee:** Unless otherwise explicitly stated in this Agreement, the Denali Commission shall not be liable for any additional administrative fees.

### III. KEY OFFICIALS

**REQUESTING AGENCY – Denali Commission**

Contact: Tessa DeLong  
 Transportation Program Manager  
 Voice: (907) 271-1624  
 Fax: (907) 523-4946  
 Cell: (907) 250-0541  
 Email: tdelong@denali.gov

**SERVICING AGENCY- U.S. Army Corps of Engineers, Alaska District**

Contact: Larry D. McCallister  
 Voice: (907) 753-2507  
 Fax: (907) 753-2829  
 Email: Larry.D.McCallister@usace.army.mil

### IV. MODIFICATIONS

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Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

## V. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact (See Close-out report).

## VI. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination.

## VII. Agreement Standard Conditions

### Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency using an agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

### Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.

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**6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.

**7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

#### Administration

**8. Responsibilities.** The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

**9. Third Party Liability.** With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

**10. Disputes.** Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

#### Other

**11. Publication or Sharing Results.** If either party publishes or shares any results arising from this agreement, they shall submit a proposed release to the cooperating party for review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work.

**12. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.

**13. Travel.** All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.

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